

SCANNED



1st Judicial District
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STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39502-1780
Telephone (228) 868-5811
Grantor

TO:
Gulfport Redevelopment
Commission
P. O. Box 1780
Gulfport, MS 39502-1780
Grantee

228-868-5700

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100---(\$10.00)---
DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and
sufficiency of all of which is hereby acknowledged, and in accordance with Section 231
of United States Public Law 111-117 (the "Consolidated Appropriations Act, 2010"),
Division E ("Military Construction and Veterans Affairs and Related Agencies
Appropriations Act, 2010"), Title II ("Department of Veterans Affairs"), the **CITY OF**
GULFPORT, MISSISSIPPI, a Mississippi Municipal Corporation, does hereby assign,
quitclaim and release unto the **GULFPORT REDEVELOPMENT COMMISSION**, an
Urban Renewal Agency of the City of Gulfport formed and existing under the "Urban
Renewal Laws" of the State of Mississippi, Title 43, Chapter 35, Article I, Mississippi
code of 1972, as amended, the following described land and property situated and being
in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

Legal Description

THAT CERTAIN PARCEL OF LAND AND PROPERTY, SITUATED AND BEING PARTIALLY IN SECTION ONE, TOWNSHIP 8 SOUTH, RANGE 11 WEST IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING THE SAME PROPERTY CONVEYED TO THE CITY OF GULFPORT, MISSISSIPPI, BY QUITCLAIM DEED DATED FEBRUARY 26, 2009, RECORDED ON MARCH 5, 2009, AS INSTRUMENT #2009-1548D-J1 IN THE LAND DEED RECORDS IN THE OFFICE OF THE CHANCERY CLERK IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND ALSO BEING THE SAME PROPERTY CONVEYED TO THE CITY OF GULFPORT BY SUPPLEMENTAL QUITCLAIM DEED DATED APRIL 1, 2010, AND FILED ON APRIL 8, 2010, IN THE LAND DEED RECORDS IN THE OFFICE OF THE CHANCERY CLERK IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI (WHICH IS ATTACHED HERETO AS EXHIBIT "A" – DEED ATTACHMENTS OMITTED FOR BREVITY), PARTICULARLY IDENTIFIED AND DESCRIBED, AS FOLLOWS, TO-WIT:

COMMENCING FROM A 1" IRON ROD FOUND, BEGINNING THE POINT COMMON TO SECTIONS 35 & 36 TOWNSHIP 7 SOUTH, RANGE 11 WEST & SECTIONS 2 & 1 TOWNSHIP 8 SOUTH, RANGE 11 WEST, LOCATED WITHIN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 11 WEST; THENCE EAST, A DISTANCE OF 793.12', TO A POINT; THENCE SOUTH, A DISTANCE OF 1316.65', TO A 3" FENCE CORNER ON THE SOUTHERN MARGIN OF THE NOW C.S.X. TRANSPORTATION RAILROAD RIGHT OF WAY, A.K.A. LOUISVILLE AND NASHVILLE RAILROAD, SAID POINT BEING THE (P.O.B.) POINT OF BEGINNING; THENCE S00°18'17"W, A DISTANCE OF 1138.62', TO A (C.M.S.) CONCRETE MONUMENT SET, ON THE NORTHERN MARGIN OF U.S. HIGHWAY 90 MARGIN AND THE POINT OF A NON-TANGENT CURVE, TO THE LEFT, HAVING A RADIUS OF 1777.08', WITH A DELTA ANGLE OF 3°17'54", A CHORD BEARING OF S70°28'14"W AND A CHORD DISTANCE OF 102.29'; THENCE ALONG SAID CURVE AND NORTHERN MARGIN, AN ARC DISTANCE OF 102.30', TO A (C.M.S.) CONCRETE MONUMENT SET; THENCE S67°09'03"W, ALONG SAID MARGIN, A DISTANCE OF 1725.36', TO A 3" FENCE POST, ON THE EAST BOUNDARY OF GREENWOOD ADDITION TO GULFPORT, MISSISSIPPI, RECORDED ON DECEMBER 8, 1906 IN OLD PLAT BOOK 5, PAGE 190; THENCE N0°25'07"W, ALONG THE SAID EAST BOUNDARY OF GREENWOOD ADDITION, A DISTANCE OF 1337.51', TO A (C.M.S.) CONCRETE MONUMENT SET, ON THE SOUTHERN RIGHT OF WAY OF C.S.X. TRANSPORTATION RAILROAD, A.K.A. LOUISVILLE AND NASHVILLE RAILROAD; THENCE N73°28'01"E, A DISTANCE OF 1775.62', TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 48.06 ACRES, MORE OR LESS, AS SPECIFIED OR SET OUT IN PLAT OF SURVEY OF JOHN S. TEEGARDEN, LICENSED PROFESSIONAL SURVEYOR, AS OF JANUARY 18, 2007, AND REVISED ON DECEMBER 15, 2008, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B".

THIS CONVEYANCE IS LESS AND EXCEPT any and all oil, gas and mineral rights of record granted, reserved and excepted by Grantor or former owners; and is SUBJECT TO any and all restrictions or covenants of record, and any and all presently existing or recorded easements or rights-of-ways.

If the Grantee has not entered into a ground lease or similar instrument for the development of the above described property within two (2) years of the date of execution of this Quitclaim Deed by the Grantor as set out below, with evidence of same being recorded or filed in the land records of the First judicial District of Harrison County Mississippi with a copy being recorded or filed in the Official Minutes of the City of Gulfport (such recordation or filing not having to occur within this same period of time), then ownership of the property herein described shall revert back to the Grantor at the sole discretion and option of the Grantor. The reversion referenced in the preceding sentence shall not be effective unless and until a Notice of Reversion by the City of Gulfport has been filed in the land records of the First judicial District of Harrison County Mississippi.

This conveyance is made to aid in the development of the property and, in part, to enable the Gulfport Redevelopment Commission, as an agency of the City of Gulfport, to work cooperatively with the City relating to operations and land use.

WITNESS MY signature as duly authorized to act for and in behalf of Grantor on this the 9th day of April, 2010.

CITY OF GULFPORT, MISSISSIPPI

By: G. A. Schulze

ITS: _____ Mayor _____ (Title)

Attest:

Mike Necaise
Mike Necaise, City Clerk

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 9th day of April, 2010, GEORGE SCHLOEGEL and MIKE NECAISE, who acknowledged to me that they are the Mayor, duly elected, and City Clerk, duly appointed, respectively, and that they signed, executed and delivered the above and foregoing, Quitclaim Deed, for and in behalf of the City of Gulfport, Mississippi, after having been first duly authorized so to act.

Patty Steele
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: March 10, 2013

(SEAL)

Indexing Instructions:

The Northwest Quarter of the Northwest Quarter
Of Sections One and Two, Township 8 South,
Range 11 West
First Judicial District of Harrison County

This Instrument Prepared by:

City Attorney's Office
Attorneys for the City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780
(228) 868-5811

Return To:

City Attorney's Office
Post Office Box 1780
Gulfport, Mississippi 39502-1780

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FILED
APR 08 2010

JOHN MCADAMS, CHANCERY CLERK
Rebecca Green D.C.

SUPPLEMENTAL QUITCLAIM DEED

THIS INDENTURE made this 1st day of April 2010, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420, hereinafter called the "GRANTOR," under and pursuant to the powers and authority contained in the provisions of The Emergency Supplemental Appropriations Act for Defense, The Global War on Terror, and Hurricane Recovery, 2006, Public Law 109-234, Sec. 2703, 120 STAT. 469, and Section 231 of Public Law 111-117 (the "Consolidated Appropriations Act, 2010"), Division E ("Military Construction and Veterans Affairs and Related Agencies and Appropriations Act, 2010"), Title II ("Department of Veterans Affairs"), and the City of Gulfport, Mississippi, hereinafter called the "GRANTEE."

WITNESSETH

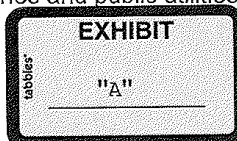
That the Grantor does hereby GRANT and QUITCLAIM unto the Grantee, its successors and assigns, without representation or warranty, express or implied, and without the reservation of any rights, title, and/or interests, except as otherwise provided for herein, all rights, title, and interest in and to the following described property and all improvements thereon, lying in the City of Gulfport, State of Mississippi, all as shown on:

Exhibit Composite A, Boundary Survey with Property Description and Legal Description; and

Exhibit B, Finding of Suitability for Transfer (FOST) – Includes: Table of Contents, References, Attachments 1 through 10.

TO HAVE AND TO HOLD the above described property and premises with all the privileges, improvements, and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever.

SUBJECT TO any and all existing reservations and easements, recorded and unrecorded, belonging to or in any manner appertaining to the described property for public highways, roads, railroads, pipelines, drainage, levee maintenance and floodage, sewer mains and lines and public utilities, if any.



It is a condition of this conveyance and a covenant running with the land that the Grantee and its survivors or its assigns and every successor in interest in this property hereby conveyed or any part thereof shall not, pursuant to 42 U.S.C. § 1982, discriminate upon the basis of race, color, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction. This covenant shall run with the land in perpetuity.

ACCESS FOR OTHER THAN ENVIRONMENTAL MATTERS

Pursuant to Public Law 109-234, Sec. 2703; and Public Law 110-161, Division I, Title II, Sec. 233, the owner or holder of the property herein conveyed shall provide GRANTOR, its employees, agents, contractors, and assigns unrestricted and unsupervised access for the purpose of the hurricane clean up and repairs authorized by such laws or statutes and shall allow unrestricted and unsupervised access to GRANTOR, its employees, agents, contractors, and assigns, to include the Federal Emergency Management Agency its employees, agents, contractors and assigns for the purpose of cleanup of the Federal Emergency Management Agency Housing site.

ENVIRONMENTAL MATTERS

A. Notice of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620(h)(3)(A)(i), and based upon a complete search of agency files, the Department of Veterans Affairs gives notice that the Finding of Suitability for Transfer (FOST) attached as Exhibit B provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property, (2) the time, where known, such storage, release or disposal took place, and (3) a description of remedial action taken or to be taken.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional clean up obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Any property, real or otherwise, which shall be altered, changed, damaged or destroyed in the course of any action taken by Grantor or on its behalf under the "Environmental Matters" provisions herein shall, unless agreed to in writing by the record title owner thereof, be returned to a similar

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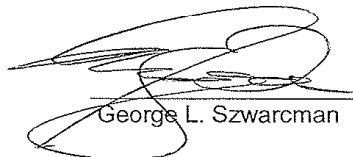
condition to that which existed immediately prior to the subject alteration(s), change(s), damage(s), and/or destruction

Pursuant to Section 231 of Public Law 110-329, Title II, Department of Veterans Affairs, which amended Section 2703 of the Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006 (120 Stat. 469), as amended by Section 231 of Public Law 111-117 (the "Consolidated Appropriations Act, 2010"), Division E ("Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2010"), Title II ("Department of Veterans Affairs"), the Grantee agrees that this land shall be owned by the City of Gulfport or its urban renewal agency for no less than 50 years from the date of enactment of Public Law 110-329, or September 30, 2058. Grantor hereby acknowledges and agrees that the prior restriction or covenant that the land shall be owned only by the City of Gulfport for this same period of time is hereby canceled as the same was amended by Section 231 of Public Law 111-117 on December 16, 2009.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA, by its Secretary of Veterans Affairs, has hereunto subscribed its name and affixed the seal of the Department of Veterans Affairs, the day and year first above written.

UNITED STATES OF AMERICA

[SEAL]


George L. Szwarcman

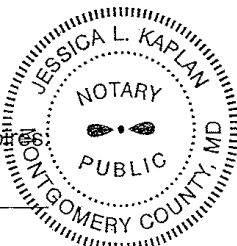
County of Montgomery]
] State of Maryland]

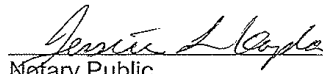
On this 1st day of April, 2010, before me, a Notary Public in and for said State of Maryland, personally appeared to me, well known and known to me to be George Szwarcman, Chief, Real property Services, who has an office at 811 Vermont Avenue, NW, Washington, DC 20420, whose name is subscribed to the within instrument, and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

[SEAL]

My commission expires

7/9/12




Notary Public
State of Maryland

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CERTIFICATION OF ACCEPTANCE

I, George Schloegel, certify that I am the Mayor of the City of Gulfport, Mississippi, named as the GRANTEE herein, and that, after having first been duly authorized by the Governing Authority for the City of Gulfport, Mississippi, I have hereby accepted this conveyance of the property described and shown in Exhibit "A" attached hereto with the conditions as expressly stated herein for and on behalf of the City of Gulfport, Mississippi.

CITY OF GULFPORT, MISSISSIPPI

BY: *George Schloegel*
George Schloegel
Mayor

City of Gulfport]
County of Harrison
First Judicial District]
State of Mississippi]

Personally appeared before me, the undersigned authority in and for the said County and State, on this 5th day of April 2010, within my jurisdiction, the within named George Schloegel, known to me to be the duly elected and acting Mayor of the City of Gulfport, Mississippi, whose office is at 2309 15th Street, Gulfport, Mississippi 39501, who acknowledged that he executed the above and foregoing instrument in such capacity and within the scope of his lawful authority for and on behalf of the City of Gulfport, Mississippi and after first having been duly authorized to do so.



Kathy Hale
Notary Public
State of Mississippi

My commission expires:
My Commission Expires: March 10, 2013

GRANTOR ADDRESS:

Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420
202-461-4951

GRANTEE ADDRESS:

City of Gulfport
City Hall
2309 15th Street
Gulfport, Mississippi 39501
228-868-5811

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INDEXING INSTRUCTIONS:

Property bounded on the North by 6th Street, on the South by East Railroad Street, on the East by East Park Subdivision, and on the West by East Magnolia Grove Addition

DEED PREPARED BY:

Office of General Counsel
Department of Veterans Affairs
810 Vermont Avenue
Washington, DC, 20420

RETURN COPIES OF DEED TO:

Office of General Counsel
Department of Veterans Affairs
810 Vermont Avenue
Washington, DC 20420

City Attorney's Office
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502

